

## 1. INTERPRETATION

**1.1 Definitions.** In these Conditions, the following definitions apply:

**Business Day:** a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

**Conditions:** the terms and conditions set out in this document as amended from time to time in accordance with clause 13.6.

**Contract:** the contract between the Supplier and the Customer for the sale and purchase of the Goods as set out in these Conditions and the Order Form.

**Customer:** means the customer as named/set out in the Order Form.

**Force Majeure Event:** has the meaning given in clause 12.

**Goods:** the goods (or any part of them) set out in the Order Form.

**Order:** the Customer's order for the Goods.

**Order Form:** means the document or documents (including where appropriate exchanges of correspondence including emails) which contains the Order and sets out any other terms, in addition to these conditions, which shall apply to the supply of the Goods including but not limited to (where appropriate) the price, the specification of the Goods and the delivery date.

**Supplier:** Hireco Trailer Sales Limited (registered in England and Wales with company number 10917414 and whose registered office is located at ) The Manorway, Stanford-Le-Hope, Essex, SS17 9LE.

**1.2 Construction.** In these Conditions, the following rules of interpretation apply:

- a. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- b. A reference to a party includes its personal representatives, successors or permitted assigns.
- c. A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- d. Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- e. A reference to writing or written includes faxes and e-mails.

## 2. BASIS OF CONTRACT

**2.1** These Conditions and the terms stipulated in the Order Form apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. Any oral contract entered into by the Supplier or an employee of the Supplier shall be subject to these Conditions.

**2.2** Any Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order are complete and accurate.

**2.3** Once an Order has been submitted by the Customer the Order contained therein is binding on the Customer and cannot be withdrawn. Therefore, should the Customer find any part of these Conditions unclear, clarification should be sought from the Supplier before signing and submitting the Order. For the avoidance of doubt, once an Order is accepted by the Supplier and a Contract is therefore formed the Customer shall be obliged to pay the agreed price of the Goods and/or Requested Goods ordered unless the Contract can be validly terminated in accordance with these terms.

**2.4** The Order shall only be deemed to be accepted when the Supplier issues a written acceptance of the Order, at which point the Contract shall come into existence.

**2.5** The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or

given by or on behalf of the Supplier which is not set out in the Contract.

**2.6** Any samples, drawings, descriptive matter, or advertising produced by the Supplier and any descriptions or illustrations contained in the Supplier's catalogues, brochures or website are produced for the sole purpose of giving an approximate idea of the goods described in them. They shall not form part of the Contract or have any contractual force. Unless agreed otherwise in writing, the Supplier accepts no liability for losses incurred by any party as a result of reliance on any such information.

**2.7** A quotation for the Goods given by the Supplier shall not constitute an offer. A quotation shall only be valid for a period of 14 Business Days from its date of issue.

## 3. GOODS

**3.1** The Goods shall be as described in the Contract.

**3.2** Where the Customer places an Order for Goods which the Supplier does not, at the time the Order is placed, have possession of or title to ("the Requested Goods") the Supplier may at its sole discretion notify the Customer in writing that it will use reasonable endeavours to seek to locate and source such Goods.

**3.3** The Supplier reserves the right to amend the specification of the Goods if required by any applicable statutory or regulatory requirements.

**3.4** Where the Customer places an Order for Requested Goods and the Supplier agrees to source, locate and sell such Goods to the Customer then:

- a. Where the Supplier is unable, for any reason, to supply the Requested Goods in accordance with the Contract, the Customer shall grant the Supplier a reasonable period of time in which to supply suitable alternative goods of a similar or better quality/specification ("the Replacement Goods").
- b. Where the Supplier supplies Replacement Goods, the parties agree that the Supplier will be deemed to have complied in all respects with the Contract.
- c. Where the Supplier fails to supply Requested Goods or Replacement Goods within the period required by the Contract the Supplier shall be entitled to terminate the Contract and the Supplier's liability for any loss incurred by the Customer shall be limited in accordance with clause 11 to the amount paid by the Customer in cleared funds.

## 4. DELIVERY AND COLLECTION

**4.1** Unless agreed otherwise in writing between the parties or stipulated in the Order Form, delivery will take place at the Suppliers premises and all Goods shall be collected within 14 days of the Supplier notifying the Customer that they are ready for collection (Collection Period).

**4.2** Risk in the Goods will pass upon the Supplier notifying the Customer that the Goods are ready for collection. The Supplier accepts no liability or responsibility for any loss, theft or damage caused to the Goods following risk in the Goods passing to the Customer regardless of whether the Goods remain on the Suppliers premises.

**4.3** Where the Customer fails to collect the Goods before the expiry of the Collection Period then the Supplier shall be entitled to charge the Customer a reasonable storage fee for the Goods for each day that they remain upon the Suppliers premises.

**4.4** Where the parties have agreed in writing that delivery shall take place otherwise than at the Suppliers premises, the Supplier shall deliver the Goods to the location set out in the Order Form or such other location as the parties may agree (Delivery Location) on a date agreed between the Supplier and Customer in writing ("the Delivery Date"). Delivery of the Goods shall be completed on the Goods' arrival at the Delivery Location.

**4.5** Where it is agreed that delivery will take place other than at the Suppliers premises, then any Delivery Date given shall be an estimate only and time shall not be of the essence in this regard.

**4.6** Where the Supplier tenders delivery of the Goods but the Customer fails to take delivery the Supplier shall be entitled to charge the Customer a reasonable storage fee for the Goods for each day that they remain undelivered. After delivery has been attempted once by the Supplier the Customer shall be obliged to collect the Goods from the

Supplier's premises.

4.7 The Supplier shall have no liability for the Customers inability to collect the Goods or where agreed otherwise for any failure to deliver the Goods to the Delivery Location to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods of any other fault on the part of the Customer.

4.8 If within 21 days after the Supplier tenders delivery or the expiry of the Collection Period, the Customer has not collected the Goods, the Supplier may resell or otherwise dispose of part or all of the Goods. Where the Customer has already paid for the Goods the Supplier shall account to the Customer for the price paid by the Customer less a) any shortfall between the price paid by the Customer and the amount received by the Supplier on re-sale; and b) any costs of the re-sale and any amounts due to the Supplier from the Customer in respect of storage. Where the Customer has not paid for the Goods the Supplier shall, following any re-sale of the Goods pursuant to this clause the Customer shall be liable to the Supplier for a) any shortfall between the price that was to be paid by the Customer and the price received by the Supplier on re-sale; and b) any other sums due to the Supplier from the Customer including the costs of re-sale and the costs of storage.

4.9 To secure any amount payable or claimed on any account, the Supplier shall have a general and particular lien on all money and property where the Customer owes of is entitled to possess and may sell it as the Customer's agent to reduce the purchaser's liability to the Supplier.

4.10 The Supplier may deliver the Goods by installments, which shall be invoiced and paid for separately. Each installment shall constitute a separate contract. Any delay in delivery or defect in an installment shall not entitle the Customer to cancel any other installment.

## 5. QUALITY

5.1 The Supplier warrants that on delivery the Goods shall:

- a. conform in all material respects with their description; and
- b. be of a satisfactory quality for Goods of their particular age and type save for any defects which should have been apparent to the Customer following an inspection (whether or not such inspection actually takes place) prior to or on delivery or collection

5.2 Where the Customer collects the Goods the Customer will be deemed to have accepted the Goods upon removing them from the premises.

5.3 Where it is agreed that delivery will take place otherwise than at the Supplier's premises, the Customer will be deemed to have accepted the Goods upon signature of the delivery receipt.

5.4 If the Goods do not conform with the warranty given in clause 5.1 above then subject to:

- a. the Customer giving notice in writing to the Supplier within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 5.1; and
- b. the Supplier being given a reasonable opportunity of examining such Goods; the Supplier shall, at its sole discretion do any one or more of the following: (i) repair or replace the defective Goods upon return of the Goods; or (ii) make a suitable reduction in the Contract price agreed to account for the extent that the Goods fail to comply with the warranty given in clause 5.1.

5.5 The remedies specified in clause 5.4 shall be the only remedies to which the Customer is entitled in respect of any defects in the Goods.

5.6 The Supplier shall not be liable for Goods' failure to comply with the warranty set out in clause 5.1 in any of the following events:

- a. the Customer makes any further use of such Goods after giving notice in accordance with clause 5.4;
- b. the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;
- c. the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

5.7 Except as provided in this clause 5, the Supplier shall have no liability to the Customer in respect of any defects with the Goods save that nothing in these Conditions shall

exclude the Supplier; liability for death or personal injury caused by the Supplier's negligence.

5.8 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

## 6. TITLE

6.1 Title to the Goods shall not pass to the Customer until the Supplier has received payment in full (in cleared funds) for:

- a. the Goods; and
- b. any other goods or services that the Supplier has supplied to the Customer under any contract.

6.2 Where for any reason the Goods are delivered to the Customer or collected by the Customer prior to full payment being made for such Goods (or for any other goods or services provided by the Supplier to the Customer) then until title to the Goods has passed to the Customer, the Customer shall:

- a. hold the Goods on a fiduciary basis as the Supplier's bailee;
- b. store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;
- c. not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- d. maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
- e. notify the Supplier immediately if it becomes subject to any of the events listed in clause 8.2; and
- f. give the Supplier such information relating to the Goods as the Supplier may require from time to time,

6.3 At any time before title to the Goods passes to the Customer but where the Goods are in the Customer's possession (including but not limited to where the Customer becomes subject to any of the events listed in clause 8.2, or the Supplier reasonably believes that any such event is about to happen and notifies the Customer accordingly) then, provided that the Goods have not been resold and without limiting any other right or remedy the Supplier may have, the Supplier may at any time require the Customer to deliver up the Goods and, if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them. The Customer shall indemnify the Supplier against any costs, claims, losses, liabilities or expenses incurred by or made against the Supplier as a result of executing its rights under this clause.

## 7. PRICE AND PAYMENT

7.1 The price of the Goods shall be the price set out in the Order Form.

7.2 The Supplier may, by giving notice to the Customer at any time up to 14 Business Days before delivery or collection, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:

- a. any factor beyond the Supplier's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
- b. any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Specification (for the avoidance of doubt, the Supplier shall not be obliged to comply with any such request by the Customer unless the Supplier expressly agrees to do so in writing); or
- c. any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate or accurate information or instructions.

7.3 Unless otherwise specified in the Order Form, the price of the Goods is exclusive of the costs and charges of transport of the Goods, does not include any accessories, vehicle licence or any other associated equipment and any such costs together with the costs of carrying out any checks that the Supplier carries out as to the existence of prior finance (though the Supplier shall not be obliged to carry out such checks) shall be invoiced to and paid by the Customer separately.

7.4 The price of the Goods is exclusive of amounts in respect of value added tax ("VAT"). The Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods.

7.5 Unless agreed otherwise in writing between the parties, Payment for the Goods must be made in full and in cleared funds by no later than 7 days prior to the Delivery Date or date of collection, to a bank account nominated in writing by the Supplier.

7.6 Unless agreed otherwise in writing between the parties, payment for Requested Goods (as stipulated in clause 3.2) must be made within 14 days of the parties entering into the Contract.

7.7 If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment ("Due Date"), then:

- a. the Supplier shall not be obliged to supply the Goods (or any part thereof that has not been supplied) until payment has been made in full; or
- b. where the Goods and/or any part thereof or any Goods supplied by the Supplier under any other contract with the Customer are in the Customer's possession, the Supplier shall be entitled to exercise its rights under clause 6 above; and
- c. the Customer shall pay interest on the overdue amount at the rate of 4% per annum above Barclay's Bank plc base rate from time to time. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

7.8 The Customer shall pay all amounts due under the Contract in full without any deduction or withholding and the Customer shall not be entitled to assert any credit, set-off or counterclaim against the Supplier in order to justify withholding payment of any such amount in whole or in part.

7.9 The Supplier may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

7.10 The Supplier reserves the right to charge the Customer a reasonable fee (on a quantum meruit basis) for work undertaken on the Customer's behalf (including but not limited to in situations where the Customer has made an Order for Goods to which the Supplier does not hold title and the Supplier has agreed in accordance with clause 3 to use reasonable endeavours to source the Requested Goods) and invoice the Customer for such work or deduct such sums from any payments made by a Customer prior to delivery or collection of Goods where the Contract is subsequently terminated.

7.11 In the event that the Customer seeks to cancel or revoke an Order which includes Requested Goods and the Supplier has entered into an agreement to purchase the Requested Goods in order to comply with the Customer's Order, then the Customer shall, notwithstanding the purported cancellation / revocation, remain liable to the Supplier for the full price of the Requested Goods to the extent that the Supplier is obliged to pay a third party for those goods, and in addition, the Customer shall indemnify the Supplier against all actions, claims, demands, liabilities, damages, losses, costs, charges and expenses (including, without limitation, consequential losses, loss of profit and loss of reputation and all interest, penalties and legal and other professional costs and expenses) that the Supplier may suffer or incur in connection with, or arising (directly or indirectly) from, any breach or non-performance by the Supplier in relation to any agreement with any third party in relation to the Requested Goods, provided that determining the Customer's liabilities under the indemnity provided for in this clause the Customer shall be given credit for any amount paid by it in respect of the price by way of reduction of the sum due in respect of the indemnity. If the Customer pays the price and satisfies any other sums due under this indemnity then the Requested Goods shall be provided to the Customer in accordance with the Contract if (and only if) the same are supplied to the Supplier by the relevant third party.

## 8. TERMINATION

8.1 If the Customer becomes subject to any of the events listed in clause 8.2, or the Supplier reasonably believes that the Customer is about to become subject to any of them and notifies the Customer accordingly, then, without limiting any other right or remedy available to the Supplier, the Supplier may cancel or suspend all further deliveries under the Contract or under any other contract between the Customer and the Supplier without incurring any liability to the Customer, and all outstanding sums in respect of Goods delivered to the Customer shall become immediately due.

8.2 For the purposes of clause 8.1, the relevant events are:

- a. the Customer suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply;
- b. the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
- c. (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer, other than for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;
- d. (being an individual) the Customer is the subject of a bankruptcy petition or order or purposes or enters into an individual voluntary agreement or proposes or enters into any other similar arrangement with his creditors;
- e. a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- f. (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Customer;
- g. (being a company) a floating charge holder over the Customer's assets has become entitled to appoint or has appointed an administrative receiver;
- h. (being a company) the Company proposes or enters into a company voluntary arrangement or any other similar arrangement with its creditors.
- i. a person becomes entitled to appoint a receiver over the Customer's assets or a receiver is appointed over the Customer's assets;
- j. any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 8.2(a) to clause 8.2(i) (inclusive);
- k. the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or substantially the whole of its business;
- l. the Customer's financial position deteriorates to such an extent that in the Supplier's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; and
- m. (being an individual) the Customer dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.

8.3 Without limiting its other rights or remedies, and except as expressly provided for elsewhere in these Conditions each party may terminate the Contract with immediate effect by giving written notice to the other party if the other party commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within 30 days after receipt of notice in writing of the breach.

8.4 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination. Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

## 9. CONSEQUENCES OF TERMINATION

9.1 On termination of the Contract for any reason:

- a. the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest, and in respect of Goods for which no invoice has yet been submitted, the Supplier shall be entitled to submit an invoice which will become payable immediately by the Customer upon receipt;
- b. the Customer shall pay all other costs and expenses

that the Supplier incurs in connection with the premature termination of the Contract;

- c. the Customer shall immediately return all Goods, at its own cost, for which it has yet to make payment in full and cleared funds. If the Customer fails to do so, then the Supplier may exercise its rights under clause 6 of these Conditions.
- d. Until the Goods are returned the Customer shall be responsible for their safe keeping and shall ensure that the Goods are not used;
- e. Upon return of any Goods the Customer will be liable for and shall indemnify the Supplier against any damage incurred to the Goods whilst in the Customers control.

## 10. CUSTOMER'S OBLIGATIONS

10.1 Unless otherwise agreed between the parties in writing or provided for in the Contract, it is the Customer's responsibility to ensure that any relevant statutory provisions or industry regulations are complied with, prior to the Customer using any Goods supplied.

10.2 The Customer shall be responsible for undertaking searches of publicly available information as to the existence of prior finance all Goods prior to delivery or collection and shall indemnify the Supplier against all losses, liabilities, claims, damages or expenses which it incurs if in fact there is pre-existing finance on the Goods or any part thereof.

10.3 The Customer shall indemnify the Supplier against all loss (including loss of profit) or expense however indirect or remote, resulting from cancellation or other breach of the Contract by the Customer.

10.4 Where the Customer has placed an order for Goods with the Supplier, the Customer shall not, for a period of 12 months (commencing on the date the Order for Goods is made) purchase those Goods (whether in the same condition as offered for sale by the Supplier or with modifications) from any third party owner of those Goods (or any third party who has any other interest in those goods) which the Customer has become aware of or been introduced to as a result of its dealings with the Supplier in relation to those Goods. For the avoidance of doubt, where the Customer breaches this clause it shall indemnify the Supplier against all loss (including but not limited to loss of profit) and expense, however indirect or remote, which the Supplier suffers or incurs as a consequence of that breach including but not limited to paying the Supplier the difference between the price at which the Goods were offered for sale by the Supplier and the price which the Supplier had agreed to acquire those Goods for from a third party.

## 11. LIMITATION OF LIABILITY

11.1 Nothing in these Conditions shall limit or exclude the Supplier's liability for:

- a. death or personal injury caused by its negligence, or the negligence of its employees or agents (as applicable);
- b. fraud or fraudulent misrepresentation;
- c. breach of the terms implied by section 12 of the Sale of Goods Act 1979; or

11.2 Subject to clause 11.1:

- a. the Supplier shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of revenue, recovery costs in relation to the Goods, the cost of hiring alternative Goods or any indirect or consequential loss arising under or in connection with the Contract; and
- b. the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the amount paid by the Customer in cleared funds in respect of the Goods.
- c. Except as provided for in these Conditions, all warranties and conditions, express or implied, are excluded and these Conditions set out the total liability of the Supplier, except to the extent that such exclusion and limitation of liability is not permitted by law.

## 12. FORCE MAJEURE

12.1 The Supplier shall not be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event.

12.2 A Force Majeure Event means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial

disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, delay or failure by a third party to deliver Goods to the Supplier in accordance with any agreement the Supplier has with a third party, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.

## 13. GENERAL

13.1 Assignment and subcontracting.

- a. The Supplier may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
- b. The Customer may not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of the Supplier.

13.2 Notices.

- a. Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at such address as that party may have most recently used in its correspondence with the other party, and shall be delivered personally, sent by pre-paid first class post, recorded delivery, commercial courier, fax or e-mail.
- b. A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 13.2(a); if sent by pre-paid first class post or recorded delivery, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail, one Business Day after transmission.
- c. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

13.3 Severance.

- a. If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- b. If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

13.4 Waiver. A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

13.5 Third party rights. A person who is not a party to the Contract shall not have any rights under or in connection with it.

13.6 Variation. Except as set out in these Conditions, any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by the Supplier.

13.7 Partnership. Nothing in this agreement is intended to, or shall operate to, create a partnership between the parties

13.8 Governing law and jurisdiction. The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.